

REMARKS

Claims 2-11 and 13 are pending. Claim 12 has been canceled and rewritten as newly added claim 13. Claims 2-8 have been amended to change claim dependencies in view of the other amendments. Support for newly added claim 13 can be found at least in paragraphs [0046], [0048], and [0056] – [0058] of the published subject application.

As amended, the pending claims clarify that (1) applying an action to the secure first command transmitter disables a second activation function, and (2) disabling the second activation function prevents the receiver from switching to a learning mode by a second activation function even though the first activation function of the secure first command transmitter is not disabled.

Applicant submits that the claims, as amended, are allowable for at least two reasons: (1) Heitschel does not disclose preventing the command receiver from being switched to a learning mode, and (2) Bruwer teaches the transmitter disabling its own learning feature, but not preventing the command receiver from being switched to a learning mode (using another transmitter, for example).

Because Heitschel and Bruwer fail to disclose the claimed invention, the pending claims, as amended, are not obvious. Applicant requests reconsideration of the pending rejections and earnestly solicits a Notice of Allowance.

I. Claims 2-11 and 13

The outstanding Office Action admits that Heitschel does not teach all elements of the claimed invention. Neither does Bruwer.

Bruwer teaches the transmitter (encoder 10) disabling its own learning feature, but not the learning feature of the receiver (decoder 12). That is, the transmitter (encoder 10) in Bruwer can disable its own learning feature by an action on the transmitter (encoder 10) itself, but the transmitter (encoder 10) cannot disable one learning feature of the receiver (decoder 12) nor the learning feature linked to a device other than the transmitter (encoder 10) itself. See Bruwer, col. 17, ll. 45-67.

Unlike Bruwer, the pending claims clarify that applying an action to the secure first command transmitter disables the second activation function, but not its own first activation function. Indeed, even after the second activation function is disabled, the first activation function is not disabled. Thus, the secure first command transmitter maintains a capability “to switch the command receiver to the learning mode via the first activation function.”

Claims 2-11 and 13 are allowable because Bruwer, like Heitschel, does not teach applying an action to the first secure transmitter to prevent the command receiver from being switching to the learning mode by the second activation function.

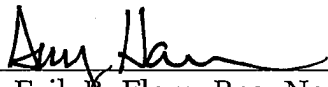
II. Conclusion

For the foregoing reasons, applicant submits that claims 2-11 and 13 are not obvious over Heitschel in view of Bruwer. Therefore, applicant respectfully requests allowance of these claims. Should the Examiner be of the opinion that a telephone conference would expedite the prosecution hereof, the Examiner is respectfully requested to call the undersigned at the below-listed number.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the issue fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, such as a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920.

Respectfully submitted,

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